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**Contract Database Metadata Elements**

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Franklin-Essex-Hamilton Boces And  
Franklin-Essex-Hamilton Boces Tchrs

BC  
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AGREEMENT  
BETWEEN  
THE FRANKLIN-ESSEX-HAMILTON BOCES  
TEACHERS' ASSOCIATION  
AND  
THE CHIEF EXECUTIVE OFFICER  
OF THE  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
SOLE SUPERVISORY DISTRICT  
FRANKLIN, ESSEX, AND HAMILTON COUNTIES

SCHOOL YEARS

2002-03

2003-04

2004-05

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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Compliance Statement - Title IX

The Board of Cooperative Educational Services of Franklin-Essex-Hamilton Counties offers employment and educational opportunities without regard to race, creed, color, national origin, age, marital status, handicap or sex.

Inquiries or complaints alleging discrimination based on race, creed, color, national origin, age, marital status, handicap or sex should be directed to the BOCES Compliance Officer, Box 28, Malone, NY 12953, Telephone (518) 483-6420 in Malone OR (518) 891-1330 in Saranac Lake.

## ARTICLE I RECOGNITION

The Franklin, Essex, and Hamilton Counties Board of Cooperative Educational Services (hereafter referred to as the Board) having determined that the Franklin-Essex-Hamilton BOCES Teachers' Association (hereafter referred to as the Association) is supported by a majority of the bargaining unit members in a unit composed of all professional personnel except full-time administrators, teaching assistants, and teacher aides, hereby recognizes the Association as the exclusive negotiating agent for all personnel in such unit.

Recognition shall continue in effect so long as the Association's active membership contains more than fifty percent of the bargaining unit members in the negotiating unit. Such evidence of membership support shall be in the form of a signed designation or dues deduction authorization.

## ARTICLE II NEGOTIATIONS

### SECTION I - OPENING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations, a mutually acceptable date shall be set for the first meeting, which shall be held on or before March 1 of the year in which the currently effective agreement expires. Such requests will be made by the Association President or his/her representative to the Chief Executive Officer or his/her representative, or by the Chief Executive Officer to the Association President. The Association representatives and BOCES Chief Executive Officer or his/her representative(s) shall submit in writing to the other party all issues upon which it wishes to negotiate at the first meeting. The second meeting and all necessary subsequent meetings shall be at times mutually agreed upon by the parties.



## SECTION II - MEETINGS

Both parties agree to negotiate in good faith, and to deal openly and fairly with each other on all matters. Meetings will continue on a regular schedule until an agreement is negotiated, or until the parties reach impasse.

## SECTION III - INFORMATION

The parties shall furnish each other, upon reasonable request, all available information of a public nature pertinent to the issues being considered.

## SECTION IV - LEGISLATIVE ACTION

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## SECTION V - AUTHORITY

The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider counter-proposals, and reach compromises in the course of negotiations, subject to final approval and ratification.

## ARTICLE III

### GRIEVANCE PROCEDURES

## SECTION I - DEFINITION

A grievance is a claim by a bargaining unit member or by the Association on behalf of a named member or members that a provision of this agreement has been violated by the Board or its representatives.

## SECTION II - TIME LIMITS

All time limits herein shall consist of school days except that when a grievance is initiated on or after June 1, and before school opening in September, time limits shall consist of calendar days. Time limits may be extended only with written consent of all parties.

A grievance must be submitted at Stage One within thirty (30) school days from the time the grievant became aware or should have become aware of the alleged infraction which occasioned the grievance.

## SECTION III - STAGES

Stage 1. Before the grievant files a grievance in writing, he or she will attempt to resolve it informally with the appropriate BOCES Program Administrator. A representative of the Association and a representative of the school district may be present at this time.

Stage 2. If the grievance is not resolved informally, the grievant must present the grievance in writing to his or her BOCES Program Administrator five (5) days from the date he or she is informed of the result of the informal meeting. Within five (5) days of receipt of the written grievance, the Administrator shall arrange for a hearing. The Administrator shall provide all parties with a written decision on the grievance within five (5) days from the date of the hearing.

Stage 3. If the grievance is not resolved at Stage 2, the grievant may, within five (5) days from the receipt of the decision at Stage 2, present the grievance in writing to the Chief Executive Officer who will arrange a meeting with the grievant. Upon conclusion of the meeting and within a period of seven (7) days from the meeting, the Chief Executive Officer will make known his/her decision to all parties.

Stage 4. If the grievance is not resolved at Stage 3, the grievant may request a hearing with the Board. This request must be presented in writing to the Chief Executive Officer within five (5) days of receipt of the decision at Stage 3. The Chief Executive Officer, upon receipt of such request will arrange a meeting between the grievant and the Board within twenty (20) days of receipt of the request. Within seven (7) days following the meeting, the Board will deliver a decision to all parties.

Stage 5. If either party is not satisfied with the disposition of the grievance at Stage 4 or the Stage 4 time limits expire without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for arbitration within twenty (20) days of the date of the Board's Stage 4 reply, then the grievance shall be deemed withdrawn.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. However, it is mutually agreed that the arbitrator is empowered to include in his/her award such financial reimbursements as he/she judges to be proper.

Each party shall bear the full cost of its side of the arbitration and will pay one half of the cost for the arbitrator.

The parties acknowledge the right of an Association representative and/or a Board representative to participate in the processing of a grievance at any level...

ARTICLE IV  
EMPLOYMENT

SECTION I - BARGAINING UNIT MEMBER CREDITS

- A. In arriving at a starting step for a new bargaining unit member, credit may be given for all years of appropriate prior experience. In determining credit that may be given, the following factors will be considered:
- 1) The number of years of full-time teaching experience
  - 2) The number of years of full-time related work experience
  - 3) In considering part-time teaching and related work experience, the percentage of employment established by the previous employer will be used.
  - 4) Additional credit up to .25 may be granted for teaching or related work experience over 40 weeks per year, up to 10 additional weeks per year.
  - 5) If the total of part-time experience plus additional credit is in excess of .5, credit may be given for one full year.
- B. Upon notification by the District that a hiring problem exists, the matter may be referred to the Professional Practices Committee.
- C. Prior to entering into an agreement with a new bargaining unit member, the member will be given a copy of the then existing contract.

- D. Payment for salary increases which may result from horizontal movements on the salary schedule shall commence only between the period from the beginning of the first semester through November 16, and the beginning of the second semester through March 16, and only after submission to the Chief Executive Officer of satisfactory evidence. Bargaining unit members first eligible at the beginning of the second semester shall receive one half the full year amount stipulated by the salary schedule for the said horizontal movement. In no instance will payment be retroactive to a previous fiscal year.
- E. Bargaining unit members who are off schedule will receive salary credit for additional credits at the same rate as hours are credited on the comparable column of the salary schedule and in the same manner as outlined in subsection D above. The maximum number of hours creditable is 60. Hours taken prior to July 1, 2002 will not be credited.

## SECTION II - DUES DEDUCTION AND AGENCY FEE

- A. The Board agrees to deduct from the salaries of its bargaining unit members, dues for the Franklin-Essex-Hamilton BOCES Teachers' Association, the New York State United Teachers, AFT, The National Education Association, or any one or any combination of such associations in the individual amounts certified and requested in writing by the Association as the current rate of its membership dues and transmit the monies promptly to the treasurer of BOCES Teachers' Association. If the association shall change the rate of its membership dues, it shall give to the Chief Executive Officer thirty (30) days notice prior to the effective change date.
- B. Deductions referred to above shall be made in the following manner: The total annual membership dues for these designated professional associations, certified as

mentioned above, shall be deducted in equal installments beginning with the second pay period in October and continuing through the last pay period in June.

No later than two (2) weeks prior to the second pay period in October, the Association shall provide the Chief Executive Officer with a signed assurance that the Association is supported by a majority of the members in the unit. The Chief Executive Officer reserves the right to require original signed dues authorization cards in lieu of the preceding procedure.

Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay day shall be honored and the deduction of the full amount of dues so authorized shall be made in equal installments for the balance of the scheduled deduction period.

- C. Agency Fee: Effective July 1979, the BOCES Board of Education shall deduct from the wages or salary of members in the bargaining unit who are not members of the F.E.H. BOCES Teachers' Association the amount equivalent to the dues levied by the F.E.H. BOCES Teachers' Association and shall transmit the sum so deducted to the F.E.H. BOCES Teachers' Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The F.E.H. BOCES Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the F.E.H. BOCES Teachers' Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article

of the Agreement. It is further agreed that the bargaining unit member's signature will not be required.

- D. The District agrees to deduct from bargaining unit members monies designated by a member for the purpose of the NYSUT Benefit Trust program and for the NYSUT VOTE/COPE contributions.

### SECTION III - ANNUAL EMPLOYMENT

Regular length year (10 months) will be from the start of school in September through regents week. Extra program employment between the end of regents week and the beginning of school in September will be based on a schedule recommended by the program administrator and bargaining unit member, subject to the approval of the school districts affected. Compensation for such extra program employment will be based on claims for actual days worked submitted in accordance with district policies. The daily rate for these days shall be computed at the rate of one two-hundredth (1/200) of the ten (10) month salary.

### ARTICLE V COMMITTEE

A permanent Professional Practices Committee will be formed of two (2) District representatives and two (2) Association representatives for the purpose of discussing matters brought to and agreed upon by the Committee. The discussion may be terminated at any time by either party. The Committee will meet at least annually on or before November 1 and thereafter as needed.

ARTICLE VI  
BARGAINING UNIT MEMBER ASSIGNMENT

SECTION I

- A. When practicable, the Chief Executive Officer will make every effort to notify new bargaining unit members and members whose programs are substantially different from previous years one month or more before the opening of the school year. Such notification shall include the name and location of the school in which the bargaining unit member is assigned, grades and/or classes to be taught.
- B. The Chief Executive Officer will make every effort to see that bargaining unit members are not assigned responsibilities outside their areas of certification.
- C. In arranging schedules for bargaining unit members who are assigned to more than one school, a reasonable effort will be made to limit the amount of inter-school travel. All bargaining unit members affected will be notified by their administrators concerning schedules and changes as soon as practicable.
- D. Members of the unit who travel in their own vehicle on official business will be reimbursed. The rate established will be either the rate published by the I.R.S. in January or the rate that is generally available to state employees, whichever is greater. This rate will become effective on July 1 for the next school year and remain constant for the full term of the school year.-- i.e. the January 1984 rate allowed by the I.R.S. or the state rate will be in effect from July 1, 1984 to June 30, 1985. This change becomes effective on July 1, 1984.

However, in no instance shall reimbursement be made for more miles than are actually incurred in traveling to and from an assigned school. The school where the



bargaining unit member spends the majority of time for the assignment shall represent the base school. Prior to the beginning of each school year, the Chief Executive Officer shall inform each bargaining unit member eligible for mileage reimbursement of the designated base school. In order to qualify for reimbursement, said individuals will comply with pertinent regulations of the BOCES District.

## SECTION II - VOLUNTARY TRANSFERS, REASSIGNMENTS

- A. The Chief Executive Officer shall notify the President of the Teachers' Association, in writing, of all vacancies of all personnel levels as soon as possible after vacancies occur for any BOCES professional (which includes administrative) position(s).
- B. Bargaining unit members wishing a change in grade or subject assignments or wishing to transfer to another building or department, will file a written statement indicating their application for the position.
- C. Bargaining unit members who are presently teaching in BOCES and are qualified for the vacancy will be considered for the vacancy on a seniority basis. However, it is agreed that seniority will not overrule the objections a directly affected district(s) may have to such member being assigned in that position.
- D. The Chief Executive Officer shall notify the President of the Teachers' Association, in writing, of the bargaining unit members employed to fulfill vacancies.
- E. Any reassignment not requested by a bargaining unit member shall be made only after a meeting between the member involved and the program administrator.

ARTICLE VII  
SUPERVISION AND PERFORMANCE REVIEW

SECTION I - PERFORMANCE REVIEW

The primary goal of the performance review procedure is to improve instruction and determine the suitability of professional personnel for continued employment.

- A. Probationary professional personnel in this BOCES district shall receive at least one formal performance review in each semester. Either the staff member or the supervisor doing the reviewing may request a further review which will be granted if practicable.

- (a) Minimum number and frequency of performance reviews

A performance review of probationary professional staff will be completed at least once each semester.

Probationary instructional staff will receive a minimum of one observation and one evaluation during the course of the school year.

Probationary professional level non-instructional staff will receive a minimum of two evaluations, one in each semester, per school year.

- B. The choice of additional performance reviews may be selected by the mutual consent of the staff member and the reviewer.
- C. Following each performance review, a mutually agreeable time and date will be established to discuss the review.

- D. Immediately following the discussion referred to in (C) above, a written report will be filed in the staff member's personnel folder. The bargaining unit member shall be entitled to attach written comments to the report. Both the reviewer and staff member shall sign the report and a copy will be given to the staff member upon request.
- E. The report should contain strong points as well as weak points, when applicable. The report shall contain, but not be limited to, any recommendations the reviewer deems appropriate in order for the bargaining unit member to improve unsatisfactory aspects of his/her performance reported as the result of the performance review.
- F. Nothing herein contained shall be construed so as to prevent further performance reviews of either tenured or non-tenured personnel.
- G. Nothing herein contained shall prevent school officials of component school districts from supervising BOCES personnel stationed in the component school.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### SECTION I - TEMPORARY LEAVES

- A. Ten (10) month bargaining unit members shall be entitled to 14 days of sick leave per year, eleven (11) month bargaining unit members shall be entitled to 15 days of sick leave per year, and twelve (12) month bargaining unit members shall be entitled to 16 days of sick leave per year. Such days are to be available as of the first official day of the school year. Sick leave will be deducted in half day units for a full half day absence. Unused days of sick leave may accumulate to a total of 200

days. Bargaining unit members shall be informed in writing once a year of the total number of days of sick leave that have accumulated through the previous June by means of enclosure with pay check following October 1. The Chief Executive Officer reserves the right to require a doctor's certificate of inability to fulfill duties in cases where he/she has evidence that this provision is being abused.

B. Personal Leave - Three (3) days of non-deductible leave may be utilized for personal leave each year. Personal days are not to be used for sick days.

1. In order to take personal leave days, a bargaining unit member need only state that the leave is for personal reasons.
2. Notice of such leave must be given to the BOCES Program Administrator at least one (1) day in advance except in cases of genuine emergency.
3. No personal leave days will be taken on the day immediately preceding or following a holiday or vacation period for the purpose of extending said holiday or vacation period. If the Chief Executive Officer has evidence that this provision is being violated, he/she may require the offending bargaining unit member to submit evidence that the leave taken was not in violation of this provision.
4. If more than three (3) bargaining unit members in a given building or program unit submit notice of personal leave for the same day, such additional leaves will be granted only at the discretion of the appropriate BOCES Program Administrator.
5. Personal leave will be deducted in half day units for a full half day absence.

6. Any days unused for personal reasons will be allowed to accumulate as sick leave.

- C. Association Business - Time necessary, up to a total of six (6) days, (effective July 1, 2001 - eight (8) days) for Association Representatives to attend to Association business will be granted without loss of pay.
- D. Legal Proceeding - Time necessary for appearances in any legal proceedings connected with the bargaining unit member's employment or with the school system or because the member has been subpoenaed in a legal matter in which he/she is not personally involved will be granted without the loss of pay. It is understood that this paragraph does not apply to Teacher Association business.

Bargaining unit members will be granted the time necessary for the performance of jury duty without the loss of pay. The member will be required to submit to the District the amount of money received for jury services excluding expense monies.

- E. Bargaining unit members shall be granted up to and including five (5) days leave each year to be taken from accumulated sick leave for serious illnesses of members of the family. For purposes of this sub-division, members of the family shall include spouse, parent, parent-in-law, brother, sister, child, grandchild, grandparent (for bereavement leave only), or person permanently living in the home of the member other than roomer, boarder or employee of the member. Each bargaining unit member shall be granted up to five (5) days for bereavement purposes for death in the immediate family, not to be taken from sick leave.

## SECTION II - EXTENDED LEAVES

- A. Child Rearing Leave: Upon request, a bargaining unit member shall be granted a one-year child rearing leave at the time of the birth or adoption of a child. The bargaining unit member may request a second year of leave; however, the Board may grant or deny such request at its sole option. Leaves under this section are without pay or benefits.

Unpaid child rearing leave will not be counted for vertical advancement on the salary schedule unless one half year or more of service has been rendered during any school year.

A bargaining unit member, upon returning to work, will return to a position in the same tenure area, unless through mutual agreement, the member and District Superintendent agree upon another position.

- B. Extended Personal Leave: A leave of absence of up to two (2) years without pay or increment may be granted at the discretion of the Board.

Any bargaining unit member whose personal illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay or increment for a period not to exceed one year or until recovery, whichever occurs sooner. All benefits to which the bargaining unit member was entitled will be restored upon the member's return from such leave. The bargaining unit member will be placed on the same salary schedule level effective when the leave commenced, except that if said member has served at least half a year before such leave commenced, said member shall be placed on the next higher level of the salary schedule, provided that the commencement of leave and return from leave do not occur in the same school year.

### SECTION III - PAY FOR SICK DAYS AT RETIREMENT

- A. Bargaining unit members who retire after May 3, 2000 will be paid for their accumulated sick days to a maximum of 200 days at the following rates:

<u>Years of service in BOCES</u>	<u>Amount Per Day</u>
1-15 years	\$20
16-20 years	\$35
20+ years	\$50

In order to receive payment immediately after the effective date of retirement, the bargaining unit member should notify the Chief Executive Officer by March 15. Failure to provide notice by March 15 may result in a one year delay of payment.

### SECTION IV - SICK LEAVE POOL

- A. Effective September 1, 1977 the bargaining unit members shall contribute sixty (60) days to the sick leave pool. The District shall match the number of days contributed by the members. The Association will provide administration a list of the bargaining unit members who will contribute to the pool.
- B. A committee of three (3) Board representatives and three (3) Association representatives will be established and formulate guidelines for administering the sick pool.
- C. A bargaining unit member will be granted up to twenty (20) days per year from the pool for personal illness. The Board may extend the twenty (20) days upon the recommendation of the sick pool committee.

- D. A bargaining unit member must have exhausted his/her sick leave days before use of the pool can be granted.
- E. Each September 1st the pool shall be replenished to 120 days. Fifty percent of the replenishment will be from the bargaining unit members and fifty percent from the Board. The Association will provide administration a list of the bargaining unit members who will contribute to the pool.
- F. It is agreed and understood that the granting or denial of leave will be at the discretion of the Sick Leave Pool Committee and will not be subject to the grievance procedure.

## ARTICLE IX

### PERSONAL INJURY BENEFITS

#### SECTION I - COMPENSABLE INJURY LEAVE

- A. Whenever a bargaining unit member is absent from school as a result of a compensable personal injury caused by an accident or assault arising out of or in the cause of his/her employment, he/she will be paid his/her full salary for a maximum total of 26 weeks.
- B. No part of such absence will be charged to his/her annual or accumulated sick leave provided Worker's Compensation is granted.
- C. No obligation shall be imposed upon the District to make payments under this sub-division until such time as it has received notice that the claim is not to be controverted or notice has been received that an award has been made and the time to appeal therefrom has expired; however, at the option of the bargaining unit



member upon his/her request, he/she will be paid the benefits as provided in Paragraph A, even though the notice of no controversy has not been received or an award has been made and the time to appeal therefrom has expired, subject to the provision of Paragraph D.

- D. Nothing herein contained shall be so construed as to deprive the District of the right to reimbursement to the extent of its payments to the bargaining unit member as provided by the Worker's Compensation Law or to recover such payments from the procurer of a third party action.

## ARTICLE X

### BARGAINING UNIT MEMBER PROTECTION

- A. It is recognized that professional personnel in a situation where a nurse teacher is not present or immediately available shall act within the scope of their good judgement in dealing with the student or school personnel who have been injured or taken ill.
- B. Bargaining unit members will immediately report assault, personal injury or harassment suffered by them in connection with their employment to their principal or immediate supervisor, in writing.
- C. The District will reimburse bargaining unit members for reasonable cost of any clothing or other personal property damaged or destroyed while the member is acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XI  
EDUCATIONAL CREDITS

SECTION I - INSERVICE CREDIT

- A. Inservice programs offered by the BOCES which have been approved and announced by the Chief Executive Officer will lead to progression on the salary schedule for all bargaining unit members who successfully complete the program. Creditable completion of ten (10) class hours shall equal one (1) credit. No similar inservice training course may be used for credit more than once.

SECTION II- EDUCATIONAL CREDITS

- A. Bargaining unit members working for certification in the area of their teaching assignment may apply these courses towards progression on the salary schedule. To receive payment for these hours, the member will need to submit: (1) evidence that the courses are acceptable for certification in the area of the teaching assignment, and (2) evidence that the courses have been successfully completed.
- B. Course work which is not required for certification in the area of the teaching assignment must have the prior approval of the Chief Executive Officer.

SECTION III - WORKSHOPS AND CONFERENCES

- A. The BOCES shall pay the reasonable expenses (including fees, meals, lodging, transportation costs and/or registration charge) incurred by bargaining unit members in attending workshops, seminars, conferences and other professional improvement sessions when such attendance has been given prior approval by the Chief Executive Officer.

ARTICLE XII  
INSURANCE OF BARGAINING UNIT MEMBERS

SECTION I

- A. The board agrees to continue to assume 100% of the premium costs for both the bargaining unit member (including retired members) and his/her family under the F.E.H. Health Benefits Consortium as delineated in the attached Memorandum of Understanding (Appendix D) or another comparable plan. The board further agrees to maintain at least the same level of benefits that existed in the Statewide Plan as of March 1981, unless both parties mutually agree to a change in the level of benefits. It is agreed that this provision is subject to the grievance procedure.
- B. Paragraph A will remain in full force and effect until June 30, 2004.
- C. The Board agrees to provide the opportunity for members in the unit to participate in Tax-Sheltered Annuities Programs. Bargaining unit members may select their own insurance agent and Tax-Sheltered Annuity Company at no cost to the Board.
- D. Effective July 1, 2001, \$200.00 per FTE of bargaining unit members as of October 15 of each year, will be allocated by BOCES each year to the Association for the purpose of insurance. The details of the use of these funds will be the sole responsibility of the Association. The Association, at least annually, will provide to the BOCES evidence that the funds were used for insurance for bargaining unit members.

ARTICLE XIII  
BARGAINING UNIT MEMBER LOAD

SECTION I

- A. In no class shall the number of pupils exceed the maximum established by State Education Law, or by the Rules and Regulations of the Commissioner of Education unless otherwise mutually agreed.
- B. Each bargaining unit member shall each day have a duty-free lunch period of at least thirty (30) minutes.
- C. Bargaining unit members shall be expected to provide for individual student help during the normal school day. Such help might be remedial, developmental, make-up of work missed during absence, or special assistance required by a specific student handicap.
- D. BOCES bargaining unit members will be governed by the same rules, regulations and requirements as the other teachers in the school district(s) to which they are assigned. However, it is recognized that some students, because of special needs, require that duties be performed with them by their own teachers. Otherwise, BOCES bargaining unit members will not be required to perform duties that are not required to be performed by other teachers in the same school district.

ARTICLE XIV  
PERSONNEL FILE

SECTION I

- A. Upon receipt of correspondence relating to work performance, the bargaining unit

member may within fifteen (15) school days meet with the program administrator and offer a rebuttal. If the program administrator accepts, all correspondence will be destroyed. If the rebuttal is not accepted, the bargaining unit member may request that it be placed in his/her personnel file in compliance with paragraph C of this section.

- B. The District will not use District generated correspondence to the bargaining unit member outside of the personnel file, more than one (1) calendar year from the date of origination, for any disciplinary actions. It is understood and agreed that the district, at its option, may place such correspondence in the personnel file at any time during the calendar year cited above upon having the bargaining unit member affix his/her signature on the actual copy to be placed in the file with the express understanding that such signature merely signifies that he/she has examined the material.
- C. All materials relating to a bargaining unit member's work performance to be placed in the personnel file shall be placed in the file within fifteen (15) school days. Bargaining unit members must affix their signature on the actual copy to be placed in the file with the express understanding that such signature merely signifies that they have examined the material. Such signature does not necessarily indicate agreement with the material. Any materials relating to the bargaining unit member's work performance and to be placed in the file will be delivered to the member personally by the appropriate administrator.
- D. Bargaining unit members shall have fifteen (15) school days to insert written explanations or responses to material in their personnel file. The appropriate administrator shall acknowledge receipt of the bargaining unit member's responses to items placed in their personnel files and indicate if such responses are acceptable.

No further materials by either party will be placed in the file concerning the issue.

- E. Upon request, bargaining unit members shall have the right to review, copy or photocopy the contents of their file in the presence of the Superintendent and/or his/her designee except for those materials received in connection with initial employment. The bargaining unit members shall be entitled to have a representative accompany them during such review. No material from the personnel folder may be forwarded to any outside agency without the permission of the bargaining unit member.

## ARTICLE XV

### GENERAL

#### SECTION I

- A. No bargaining unit member shall suffer any professional disadvantages by reason of his/her membership in the Association or participation in its lawful activities.
- B. A copy of this Agreement shall be provided by the Board to each professional staff member.
- C. An updated copy of BOCES District policies and rules and regulations, as pertain to the terms and conditions of employment of bargaining unit members, shall be available to all staff members by the beginning of each school year.
- D. If any provision of this Agreement or any application of the Agreement shall be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will remain in full force and effect.

SECTION II - MAINTENANCE OF STANDARDS

- A. All conditions of employment and general working conditions in effect in the District upon the effective date of this Agreement shall be maintained, unless otherwise agreed to, if within the limitations prescribed by those component districts which are affected.
- B. Bargaining unit members shall have the right to recommend, within their own area, standards of materials which they find satisfactory, and will have the opportunity to review bids and offerings. Materials found substandard for the purpose intended shall not be reordered, provided standard materials can be obtained.
- C. When expenditures for supplies, books, equipment, etc., ordered by the individual bargaining unit member must be reduced, the member will be notified prior to the end of the school year and shall be allowed to recommend which items shall be deleted from the requisition.
- D. The Administration shall have the responsibility for obtaining substitute teachers for classroom teachers and shall endeavor to obtain necessary substitute teachers.

Bargaining unit members shall not be required to supervise an extra class or part of an extra class except in case of emergency.

ARTICLE XVI  
SALARY

SECTION I

- A. See Appendices A, B and C for the 2002-03, 2003-04 and 2004-05 salary schedules, respectively.
- B. Less \$20. per semester hour for hours needed by uncertified bargaining unit members.
- C. The Board will establish rates for Adult Education Programs. BOCES bargaining unit members will have the first opportunity to accept or reject Adult Education assignments in their respective teaching fields at the existing rate of compensation.
- D. Each school year, the Board will review the status of all chartered and/or affiliated clubs and will establish the duties and responsibilities thereof, as well as the salaries of club advisors.
- E. All salary adjustments, as noted above, shall be based on a ten (10) month work year. Bargaining unit members working other than a ten (10) month work year shall receive salary adjustments prorated on the basis of a ten (10) month work year.



ARTICLE XVII  
DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2002 and shall remain in effect until June 30, 2005.

Franklin-Essex-Hamilton  
BOCES Teachers' Association

Robin D. Dupuis  
President

October 30, 2002  
Date

Board of Cooperative Educational  
Services, Franklin, Essex and  
Hamilton Counties

Don J. DeBartolo  
Chief Executive Officer

10-31-02  
Date

## FRANKLIN-ESSEX-HAMILTON BOCES - SALARY SCHEDULE 2002-03

STEP	ASSOC. NON-DEG	BACC	BACC + 15	BACC + 30	BACC + 36	BACC + 42	BACC + 48	BACC + 54	BACC + 60	MASTERS
1	0	35,200	35,500	35,800	35,920	36,040	36,160	36,280	36,400	230
2	0	35,391	35,691	35,991	36,111	36,231	36,351	36,471	36,591	
3	35,200	35,487	35,787	36,087	36,207	36,327	36,447	36,567	36,687	
4	35,360	35,532	35,832	36,132	36,252	36,372	36,492	36,612	36,732	
5	35,422	35,550	35,850	36,150	36,270	36,390	36,510	36,630	36,750	
6	35,433	36,040	36,340	36,640	36,760	36,880	37,000	37,120	37,240	
7	35,440	36,527	36,827	37,127	37,247	37,367	37,487	37,607	37,727	
8	35,888	37,515	37,815	38,115	38,235	38,355	38,475	38,595	38,715	
9	36,349	38,534	38,834	39,134	39,254	39,374	39,494	39,614	39,734	
10	37,302	39,093	39,393	39,693	39,813	39,933	40,053	40,173	40,293	
11	38,277	39,649	39,949	40,249	40,369	40,489	40,609	40,729	40,849	
12	38,890	40,265	40,565	40,865	40,985	41,105	41,225	41,345	41,465	
13	39,472	40,852	41,152	41,452	41,572	41,692	41,812	41,932	42,052	
14	40,234	41,619	41,919	42,219	42,339	42,459	42,579	42,699	42,819	
15	41,411	42,804	43,104	43,404	43,524	43,644	43,764	43,884	44,004	
16	42,560	43,960	44,260	44,560	44,680	44,800	44,920	45,040	45,160	

Each bargaining unit member above Step 16 will receive an increase of 4.0%

## FRANKLIN-ESSEX-HAMILTON BOCES - SALARY SCHEDULE 2003-04

STEP	ASSOC. NON-DEG	BACC	BACC + 15	BACC + 30	BACC + 36	BACC + 42	BACC + 48	BACC + 54	BACC + 60	MASTERS
1	0	36,400	36,700	37,000	37,120	37,240	37,360	37,480	37,600	230
2	0	36,640	36,940	37,240	37,360	37,480	37,600	37,720	37,840	
3	36,400	36,838	37,138	37,438	37,558	37,678	37,798	37,918	38,038	
4	36,608	36,939	37,239	37,539	37,659	37,779	37,899	38,019	38,139	
5	36,774	36,985	37,285	37,585	37,705	37,825	37,945	38,065	38,185	
6	36,839	37,004	37,304	37,604	37,724	37,844	37,964	38,084	38,204	
7	36,850	37,514	37,814	38,114	38,234	38,354	38,474	38,594	38,714	
8	36,858	38,021	38,321	38,621	38,741	38,861	38,981	39,101	39,221	
9	37,324	39,049	39,349	39,649	39,769	39,889	40,009	40,129	40,249	
10	37,803	40,110	40,410	40,710	40,830	40,950	41,070	41,190	41,310	
11	38,794	40,692	40,992	41,292	41,412	41,532	41,652	41,772	41,892	
12	39,808	41,271	41,571	41,871	41,991	42,111	42,231	42,351	42,471	
13	40,445	41,912	42,212	42,512	42,632	42,752	42,872	42,992	43,112	
14	41,051	42,523	42,823	43,123	43,243	43,363	43,483	43,603	43,723	
15	41,844	43,322	43,622	43,922	44,042	44,162	44,282	44,402	44,522	
16	43,067	44,555	44,855	45,155	45,275	45,395	45,515	45,635	45,755	

Each bargaining unit member above Step 16 will receive an increase of 4.0%

## FRANKLIN-ESSEX-HAMILTON BOCES - SALARY SCHEDULE 2004-05

STEP	ASSOC. NON-DEG	BACC	BACC + 15	BACC + 30	BACC + 36	BACC + 42	BACC + 48	BACC + 54	BACC + 60	MASTERS
1	0	37,600	37,900	38,200	38,320	38,440	38,560	38,680	38,800	230
2	0	37,885	38,185	38,485	38,605	38,725	38,845	38,965	39,085	
3	37,600	38,135	38,435	38,735	38,855	38,975	39,095	39,215	39,335	
4	37,856	38,341	38,641	38,941	39,061	39,181	39,301	39,421	39,541	
5	38,072	38,446	38,746	39,046	39,166	39,286	39,406	39,526	39,646	
6	38,245	38,494	38,794	39,094	39,214	39,334	39,454	39,574	39,694	
7	38,313	38,514	38,814	39,114	39,234	39,354	39,474	39,594	39,714	
8	38,324	39,045	39,345	39,645	39,765	39,885	40,005	40,125	40,245	
9	38,332	39,572	39,872	40,172	40,292	40,412	40,532	40,652	40,772	
10	38,817	40,643	40,943	41,243	41,363	41,483	41,603	41,723	41,843	
11	39,315	41,747	42,047	42,347	42,467	42,587	42,707	42,827	42,947	
12	40,345	42,352	42,652	42,952	43,072	43,192	43,312	43,432	43,552	
13	41,401	42,954	43,254	43,554	43,674	43,794	43,914	44,034	44,154	
14	42,063	43,622	43,922	44,222	44,342	44,462	44,582	44,702	44,822	
15	42,693	44,258	44,558	44,858	44,978	45,098	45,218	45,338	45,458	
16	43,518	45,089	45,389	45,689	45,809	45,929	46,049	46,169	46,289	

Each bargaining unit member above Step 16 will receive an increase of 4.0%

# MEMORANDUM OF UNDERSTANDING

APPENDIX D

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

## Districts

Franklin-Essex-Hamilton BOCES  
Brushton-Moira Central  
Chateaugay Central  
Lake Placid Central  
Malone Central

St. Regis Falls Central  
Salmon River Central  
Saranac Lake Central  
Tupper Lake Central

## Unions

### Teachers:

F-E-H BOCES Teachers' Association  
Brushton-Moira Teachers' Association  
Chateaugay Chapter, NYSUT  
Lake Placid Education Association, NYSUT  
Malone Federation of Teachers  
St. Regis Falls United Teachers Association  
Salmon River Teachers Association  
Saranac Lake Teachers' Association  
Tupper Lake United Teachers

### Non-Instructional:

F-E-H BOCES CSEA  
Brushton-Moira Non-Teaching Association  
Chateaugay Central CSEA  
Lake Placid Central CSEA  
Malone Central School Unit of CSEA  
St. Regis Falls Non-Instructional Association  
Salmon River Central Unit of CSEA  
Saranac Lake Central CSEA  
Tupper Lake Central CSEA

### Administrators:

F-E-H BOCES Administrators' Association  
Malone Central Administrators' Association  
Salmon River Central Administrators & Supervisors Association  
Saranac Lake Supervisory Unit

Memorandum of Understanding  
Page 2

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

- A. Reserves - equal to 25% of Projected Annual Claims.
- B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

Memorandum of Understanding  
Page 3

4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (*Preferred Choice Plan, effective January 1, 1997*)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

\*1 If a generic equivalent does not exist, the generic co-pay will apply.

\*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

\*\* All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (*Effective January 1, 1997*)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

## Memorandum of Understanding

### Page 4

8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
  - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
  - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.



Memorandum of Understanding

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- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
  - Billed rates for 98-99 will reflect 100% of the impact of the new premiums.
- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.
13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

Memorandum of Understanding  
Page 6

14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: Charles Bird  
Charles Bird

By: Mary W. Hanna  
Mary Hanna

By: Betty J. Demers  
Betty Demers

By: Ken Lushia  
Ken Lushia

NYSUT:

By: Lynn Blais  
Lynn Blais

By: Greg Littell  
Greg Littell

By: Pamela B. Martin  
Pamela Martin

By: Deborah A. Taylor  
Deborah A. Taylor, for and on behalf of the  
NYSUT Affiliated Unions

By: Richard R. Van Wormer  
Richard R. Van Wormer, for and on behalf  
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair  
Gerald Blair

By: Patrick Calton  
Patrick Calton

By: David DeSantis  
David DeSantis